REMARKS

Favorable reconsideration of this application as presently amended and light of the following discussion is respectfully requested. Claims 1-16 and 18-30 are pending, Claim 17 having previously been canceled, Claims 1-14 having been withdrawn from consideration, and Claim 15 amended by way of the present amendment.

In the outstanding Office Action Claims 15-16 and 18-30 were rejected under 35 U.S.C. §101; Claims 15-16 and 18-30 were rejected under 35 U.S.C. §112, second paragraph; Claims 15 and 16 were rejected under 35 U.S.C. §103(a) as being obvious over Weiss (U.S. Patent No. 6,681,156) in view of Takriti (U.S. Patent No. 6,021,402); Claim 18 was rejected as being unpatentable over Weiss in view of Takriti and in further view of Edelman et al. (U.S. Patent No. 6,281,601, hereinafter Edelman); Claims 28 and 30 were rejected as being unpatentable over Weiss in view of Takriti and in further view of Pitchford et al. (U.S. Patent No. 6,327,541, hereinafter Pitchford).

As an initial matter, the Office has applied a new claim construction to Claim 15. As such, the Office has dismissed as having any patentable weight, the language "so as to compensate for any deviation from said threshold by the renewable power production facility and having a resulting total power produced by or on behalf of the renewable power production facility to be approximately at said threshold", as well as "to be later produced by another power production facility on behalf of the renewable power production facility". Also, the Office has dismissed as giving no patentable weight, the language "to produce power to cover a production shortfall by said renewable power production facility method" as well as "to offset a production surplus by the renewable power production facility".

So that the Office gives this language patentable weight, Applicants have amended Claim 15 to address this language and compel the Office to give patentable weight to this language, which distinguish the claimed invention over the asserted prior art.

The undersigned respectfully requests that if somehow the Office construes this language as to avoid providing any patentable weight to the claim language, the Office is invited to telephone the undersigned so that mutually agreeable claim language can be identified.

Regarding the rejection under 35 U.S.C. §101 of Claim 15, Applicants traverse the assertion that method Claim 15 does not have a sufficient tie to another statutory class. In particular, Claim 15 which is directed to a method for coordinating power output includes a step of producing and applying to transmission lines a predetermined amount of electrical power. Transmission lines are certainly tangible physical structures that are an essential feature for the claimed method of coordinating power output. Nevertheless, Claim 15 has further been amended to indicate that the determining step is determined with a hardware processor and that the informing step is performed via digital communications. Likewise, with regard to the last element of Claim 15 the language has been amended to clarify that the keeping of an account balance in memory of an amount of energy, further includes subsequently fulfilling a production obligation of the renewable power production facility producing the amount of energy...". It is believed that these and the other amendments to Claim 15 clarify the elements of Claim 15 that should be construed to provide patentable weight to Claim 15, and also make Claim 15 eligible for patentable subject matter consistent with 35 U.S.C. §101.

With regard to 35 U.S.C. §112, second paragraph, the "determining" step has been amended to require determining with the hardware processor that a produced amount of power produced by the renewable power production facility deviates from a threshold by a

predetermined quantity. Thus, it is believed that amended Claim 15 complies with 35 U.S.C. §112, second paragraph. However, if the Examiner disagrees the Examiner is invited to telephone the undersigned so that mutually agreeable claim language may be identified.

Turning now to the 35 U.S.C. §103 rejection, the Office asserts that Weiss discloses all the elements of Claim 15, except for the last claim element. Applicants traverse this assertion. The second element of Claim 15 requires "determining with the hardware processor that a produced amount of power produced by the renewable power production facility deviates from a threshold by a predetermined quantity. The Office then asserts that Weiss discloses informing the another power production facility of the predetermined quantity. Applicants traverse this characterization. Weiss describes a system in which various power producers are under contractual obligations to produce power. "In exceptional cases, there is a step of receiving of a report, at 184, on variances" (column 13, lines 30-34). The Office then relies on generally Figures 3 and 4 for its assertion that the claimed method informs the another power production facility of the predetermined quantity. This simply does not occur in Weiss. Weiss operates on the conventional manner in which various _____ are formed with energy suppliers in accordance with some type of optimization strategy (column 13, lines 47-52). When loads vary, or power production varies, Weiss performs an economical tradeoff between various parties to provide for shortfalls or overages (column 15, lines 43-59). However, never is there a step of informing via digital communications the another power production facility of the predetermined quantity, noting that the predetermined quantity is the amount of deviation from a threshold of a produced amount of power produced by the renewable power production facility. Weiss simply does not determine this amount of power produced by the renewable power production facility, nor inform another power producer of that predetermined amount. The several sections on which the Office relies for its step of determining the amount of power produced, by the renewable

power production facility will now be addressed, column 14, lines 30-67 describe generic plots, price plots, and also planned levels, but not a determination of amount of power produced by renewable power producer that deviates from a predetermined threshold. Likewise, column 17, lines 55-67 just indicate that some customers prefer to purchase power from renewable sources. This does not provide a teaching for the claimed "determining" step. Figure 13G shows a plot of price versus distance and Figure 13F merely shows a curve showing price sensitivity for a percent of deviation of planned load. As such, it is respectfully submitted that Weiss does not fairly teach the claimed determining step and informing step as claimed. Consequently, it therefore follows that neither can Weiss teach the claimed "adjusting and applying" step of Claim 15 that requires the applying to the transmission lines a power output of the another power production facility by an amount that corresponds with the predetermined quantity and compensating for the deviation and have a resultant total power produced by or on behalf of the renewable power production facility to be approximately at the threshold. Weiss does not teach this feature, but instead at best provides a conventional process of balancing a general load for a system depending on variable loads and variations in power production from power facilities.

The Office recognizes that Weiss does not fairly teach the last step in Claim 15, namely keeping an account balance in a memory of an amount of energy and subsequently fulfilling a production obligation of a renewable power production facility and producing said amount of energy by the another power production facility on behalf of the renewable power production facility, wherein the another power production facility serves as the virtual energy storage mechanism by releasing stored resources and producing power that covers a production shortfall by the renewable power production facility and by increasing potential energy capturing and storing resources at the another power production facility that offsets a production surplus by the renewable power production facility. The Office instead asserts

that Takriti discloses these features. Applicants respectfully traverse this assertion. Takriti merely describes a risk management system for electric utilities, that helps in the scheduling of generating units of an electric utility, based on predicted fluctuations in load and power output from power suppliers. The Office asserts that Takriti teaches step E for the purposes of fulfilling the power exchange contract and balance obligations as described at columns 2-3, 4 and 6 of Takriti. However, such a reading of Takriti completely avoids the language of the last claim element Claim 15 which does not discuss the generic balancing performed by a network operator, but instead is directed to keeping an account balance of an amount of energy and subsequently fulfilling a production obligation of the renewable power production facility producing the amount of energy by the another power production facility on behalf of the renewable power production facility. Moreover, in Takriti, balancing by a network operator occurs when a power provider fails to in their obligation to provide power according to a contract; Claim 15 provides a mechanism by which the renewable power production facility honors its contractual obligation through coordination with another power production facility. As such, it is respectfully submitted Takriti does not disclose the last element in Claim 15. Consequently, in view of the present amendment and in light of the foregoing comments, it is respectfully submitted that Claim 15 patentably defines over the asserted prior art. Likewise, it is respectfully submitted that dependent Claim 16 patentably defines over Weiss in view of Takriti.

With regard to Claim 18, assuming, *arguendo*, that Edelman does disclose what the Office asserts it does, even this disclosure does not cure the deficiency with regard to Weiss in view of Takriti as discussed above with regard to Claim 15. Consequently, it is respectfully submitted that Claim 18 also patentably defines over the asserted prior art.

Likewise, dependent Claims 28-30 are also believed to patentably define over Weiss in view of Takriti as Pitchford does not cure the deficiencies discussed above with regard to Weiss and Takriti.

Consequently, in view of the present amendment and in light of the foregoing comments, sit is respectfully submitted that the invention defined by Claims 15-16 and 18-30, as amended, is definite, statutory and patentably distinguishing over the prior art. The present application is therefore believed to be in condition for formal allowance and an early and favorable reconsideration of this application is therefore requested.

Respectfully submitted,

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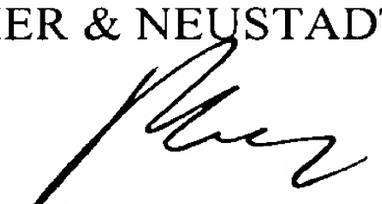

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